

My half brother & sister (Lyn & Stewart)  
have received their inheritance and are  
no longer a part of the estate.

Marina

COPY

**WILL**  
**OF**  
**JOAN D. MacDONALD**

Dated: January 4, 2002

**Original Instruments located  
in Perkins Coie Will Vault**

**WILL**  
**OF**  
**JOAN D. MacDONALD**

I, JOAN D. MacDONALD, a resident of the State of Washington and a citizen of the United States of America, declare this my Will and revoke any prior Wills and Codicils.

1. FAMILY: My immediate family now living is composed of my children, MARCIA M. PETTERSEN and DOUGLAS C. MacDONALD (hereinafter "my children") and my deceased husband's children from a prior marriage, LYN A. LESSLEY and STEWART B. MacDONALD (hereinafter "my husband's children"). I have one deceased child, SUSAN MacDONALD, who died without descendants surviving. My deceased husband's daughter, VICKI G. JOHNSON, is deceased leaving children surviving, namely, MICHAEL JOHNSON, KELLY JOHNSON and ROBERT JOHNSON. I intentionally make no provision hereunder for my husband's children or the descendants of VICKI G. JOHNSON and, except as provided below, I intentionally make no provision hereunder for my children, having made provision for my children in the trust described in section 3 below.

2. SPECIFIC BEQUESTS:

2.1 Tangible Personal Property: Except as otherwise provided in subsection 2.2 below, I bequeath to my surviving children all my tangible personal

property, specifically including but not limited to, furniture, furnishings, household goods, equipment, silverware, library and works of art; my automobiles and boats; my jewelry, wearing apparel and personal effects; and any policy of property or liability insurance covering such property in such amounts and in such manner as they shall agree. If they cannot or do not agree within six (6) months after my death, said items of property shall be distributed to my surviving children in as nearly equal shares as is possible by a selection process as hereinafter provided. My surviving children shall flip a coin to determine who shall select first, and such child so determined to select first shall select one item and my other child shall select one item, and so on, until all such items have been selected and distributed.

2.2 Statement Regarding Gifts of Tangible Personal Property: I

direct the Personal Representative to distribute my tangible personal property to the recipients designated on a statement in my handwriting or signed by me listing items of my tangible personal property and the names of individuals or organizations to receive such property. This provision shall have no effect if such statement is not located within sixty (60) days of the appointment of the Personal Representative of my estate.

3. RESIDUE: I devise and bequeath the residue of my estate to the then acting Trustee of the Joan D. MacDonald Trust, dated January 23, 1997, and as it is and may be subsequently amended, to be held, administered and distributed as an integral part of said trust.

4. APPOINTMENT OF PERSONAL REPRESENTATIVE: I appoint MARCIA M. PETTERSEN to serve as Personal Representative of my estate. If MARCIA M. PETTERSEN is unable or unwilling to serve as Personal Representative, I appoint DOUGLAS C. MacDONALD to serve as Personal Representative. All powers and duties conferred on the Personal Representative shall apply to any Successor Personal Representative, including and without limitation, the right to serve without bond and without the intervention of any court.

5. TAXES, DEBTS AND EXPENSES: I have made provision in the trust described in section 3 above for the payment of estate, transfer, succession, inheritance or other death taxes, together with interest and penalties thereon, assessed by reason of my death against property passing under this instrument and for the payment of my debts, funeral expenses, administration expenses and expenses of last illness otherwise properly payable.

6. ESTATE ADMINISTRATION:

6.1 Administration: No bond shall be required of the Personal Representative, and to the extent permitted by law, my estate shall be managed, administered, distributed, and settled in the manner provided herein and specifically without the intervention of any court.

6.2 Powers: The Personal Representative shall have all powers granted by law, as well as those conferred in this instrument, including:

(a) Power to mortgage, encumber, lease, sell, exchange and convey any assets of my estate, real or personal, without approval, notice or confirmation;

(b) Power to advance funds and borrow money, secured or unsecured, from any source;

(c) Power to appoint an ancillary personal representative or agent if such should become necessary or advisable in the judgment of the Personal Representative;

(d) Power to make distributions including the satisfaction of any pecuniary bequest) in cash or in kind, including undivided interests therein, and to do so without regard to the income tax basis of specific property allocated to any beneficiary, including any trust;

(e) Power to make such elections under the tax laws as the Personal Representative deems advisable without regard to the relative interests of the beneficiaries, and no adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of such elections;

(f) Power, in the Personal Representative's sole discretion, to allocate any portion of my exemption under Section 2631(a) of the Internal Revenue Code of 1986, as amended, to any property as to which I am the transferor, including any property transferred by me during my lifetime as to which I did not make such an allocation prior to my death;

(g) Power to disclaim, in whole or in part, any interest in property, whether outright, in trust or otherwise, established for my benefit under the Will of any person, or under any trust instrument or otherwise, so long as in the discretion of the Personal Representative such disclaimer would not be fundamentally inconsistent with my overall estate plan; and

(h) All powers conferred on the Trustee of the trust described in section 3 above as to the administration and investment of trust property.

## 7. MISCELLANEOUS:

7.1 Children and Descendants: All references to "children" and "descendants" shall include children and lineal descendants who have been adopted.

7.2 Number and Gender: Unless some other meaning and intent is apparent from the context, the plural shall include the singular and vice versa and masculine, feminine, and neuter words shall be used interchangeably.

IN WITNESS WHEREOF, I have hereunto set my hand this 4 day of

January, 2002.

Joan D. MacDonald  
Joan D. MacDonald

This instrument, consisting of five (5) pages, of which this is the last, was on the 4 day of January, 2002, signed, sealed, and published by JOAN D. MacDONALD as and declared to be her Will in the presence of each of us who, at her request and in her presence and in the presence of each other, have subscribed our names as witnesses thereto.

Thom C. Gon residing at Bellevue, WA.  
Witness

Galina Bernice residing at Bellevue, WA  
Witness

## CERTIFICATE

The undersigned, THOMAS A. GOES and Galina Benina, are the witnesses to the Will of JOAN D. MacDONALD, the original of which is attached hereto; the Testatrix declared to each of the undersigned in their presence and on the date stated therein that said instrument was her Will, that she executed it for such purpose, and requested that each of the undersigned sign said Will as attesting witnesses; the undersigned did so in the presence of the Testatrix; the Testatrix was then over eighteen years of age and of sound mind and acted freely without duress or undue influence; each of the undersigned witnesses was then over eighteen years of age and otherwise competent to be an attesting witness; and this certification is made at the request of the Testatrix for the purpose of being presented to a court of competent jurisdiction to prove the foregoing Will.

The undersigned certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED: Jan 4, 2002 at Bellevue,  
Washington.

Th. A. Goes  
Witness

DATED: January 4, 2002 at Bellevue,  
Washington.

Galina Benina  
Witness

COPY

**AMENDMENT TO AND RESTATEMENT OF  
THE  
JOAN D. MacDONALD TRUST**

THIS IS THE AMENDMENT TO AND RESTATEMENT OF the Joan D. MacDonald Trust, dated January 23, 1997 (the "Trust"), which was established under the MacDonald Family Living Trust, dated August 8, 1991, as amended, by and between CLYDE V. MacDONALD and JOAN D. MacDONALD, as Trustors, and CLYDE V. MacDONALD, as Trustee (the "Agreement"). CLYDE V. MacDONALD died on January 23, 1997. As the Surviving Trustor under the Agreement, Joan D. MacDonald reserved the right to amend the Trust in whole or in part and now desires to amend and restate the Trust in its entirety.

1. TRANSFER OF PROPERTY: Trustor has transferred to the Trustee the property listed on Schedule A attached hereto and incorporated herein by this reference. This property, together with any property subsequently transferred to the Trustee, shall be held, administered and distributed by the Trustee as hereinafter provided. This trust shall be known as the "Joan D. MacDonald Trust."

2. RIGHTS RESERVED:

2.1 During Trustor's Lifetime: During Trustor's lifetime, Trustor reserves the right:

- (a) To direct the distribution of all income from the trust;
- (b) To direct the distribution of all principal of the trust;

and

(c) To amend or revoke this Agreement, in whole or in part, by written instrument delivered to the Trustee; provided, however, that the powers and duties of the Trustee shall not be changed without the Trustee's written consent.

2.2 Right to Amend by Will: Trustor may, by specific reference to this Agreement in Trustor's Will, amend or revoke this Agreement in whole or in part.

2.3 Right to Add Property to Trust: Trustor or any other person may transfer, by Will or otherwise, additional property acceptable to the Trustee to be held, administered and distributed under this Agreement.

### 3. DISTRIBUTION DURING TRUSTOR'S LIFETIME:

3.1 Income and Principal: During Trustor's lifetime, the Trustee shall distribute to or use for the benefit of Trustor so much of the net income and principal of the trust as Trustor shall direct.

3.2 Incapacity: During any period of incapacity in which Trustor is unable to manage Trustor's own affairs, whether because of illness or for any other reason, the Trustee may discontinue any payments being made under subsection 3.1 above, and is authorized during such period of incapacity to distribute for Trustor's benefit so much or all of the net income or principal of the trust as the Trustee deems advisable for the health, support, maintenance and general welfare of Trustor.

4. DISTRIBUTION UPON TRUSTOR'S DEATH: Upon Trustor's death, the assets of the trust, including all assets that may be added to this trust pursuant

to the provisions of Trustor's Last Will and Testament or otherwise, shall be distributed as follows:

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4.1 Lyn A. Lessley and Stewart B. MacDonald: The sum of Twenty-five Thousand Dollars (\$25,000) shall be distributed to each of LYN A. LESSLEY, if she is then living, and STEWART B. MacDONALD, if he is then living. If either LYN A. LESSLEY or STEWART B. MacDONALD is not then living, the distribution to her or him shall lapse.

4.2 Trustor's Children: The balance of the assets shall be divided into equal shares, one share for each of Trustor's children, MARCIA M. PETTERSEN and DOUGLAS C. MacDONALD (hereinafter "Trustor's children") who is then living and one share for each of Trustor's children who is then deceased with descendants then living. The share for each then living child of Trustor shall be distributed to such child, free of trust. The share for a deceased child of Trustor with descendants then living shall be distributed to such descendants by right of representation; provided, however, if any such descendant be under the age of thirty (30) years, the Trustee shall hold such descendant's share in trust until the descendant attains age thirty (30) years. During the period of time that the share is held in trust for such descendant, the Trustee shall use so much of the income and principal of such share as is necessary for the health, support, maintenance and education of such descendant. Any annual net income of a descendant's share not distributed as provided above shall be accumulated in such share and added to principal. If such descendant dies before attaining age thirty (30) years, the Trustee shall

distribute the remainder of the share to the descendant's surviving descendants by right of representation, and if none, to the descendant's brothers and sisters in equal shares, one share for each of them is then living and one share for each of them who is then deceased with descendants, such descendants to take by right of representation, and if none, then to Trustor's surviving descendants by right of representation.

5. SUCCESSOR TRUSTEE: If JOAN D. MacDONALD is at any time unable or unwilling to serve as a Trustee, MARCIA M. PETTERSEN shall serve as Successor Trustee without court proceedings and if she is unable or unwilling to serve, DOUGLAS C. MacDONALD shall serve without court proceedings. If at any time there would otherwise be a vacancy in the position of Trustee, the last serving Trustee shall select a Successor Trustee who shall serve without court proceedings.

5.1 Removal of Corporate Trustee: If at any time a corporate Trustee is serving, such Trustee may be removed without court proceedings by delivery to it of a written notice of removal signed by a majority of the beneficiaries who are then entitled to receive or have the benefit of the income of the trust. Upon the removal or the resignation of a corporate Trustee, the majority of the beneficiaries who are then entitled to receive or have the benefit of the income of the trust shall select a successor corporate Trustee to serve as Trustee without court proceedings, and such selection shall be accomplished by a written statement acknowledged by the designated Successor Trustee. For purposes of this subsection, the Guardian of a beneficiary under a disability may act on behalf of such beneficiary.

5.2 Accounting of Prior Trustee: A Successor Trustee may

accept a predecessor's accounting without independent review or audit and shall not be liable for any loss sustained during or attributable to the period in which a predecessor served as Trustee.

6. TRUST ADMINISTRATION: In addition to and not in limitation of the powers set forth elsewhere in this instrument and except as otherwise specified herein, the Trustee of any trust herein established shall have all of the rights, powers, and duties given by law, including those set forth in the Washington Trust Act, which Act is incorporated herein by this reference.

6.1 Trustee's Powers: In addition, the Trustee shall have full power and authority:

(a) To retain so long as the Trustee deems advisable, without liability for so doing, any property, real, personal, or mixed, of whatever kind and wherever situated, which is received by the Trustee hereunder from any sources (other than through investment or reinvestment by the Trustee), regardless of whether the property so retained be of a kind and quality which the Trustee would ordinarily purchase for trust accounts and regardless of whether such property so retained should constitute a larger portion of the trust estate than the Trustee would ordinarily deem advisable;

(b) To determine what is principal or income and what charges are allocable to either, which authority shall specifically include the right to make any adjustments between principal and income for premiums, discounts, depreciation, or depletion, and in making such determinations, the Trustee may, but shall not be required to, apply the Washington Principal and Income Act;

(c) To employ agents and attorneys in and about the execution of any trust without liability for their omissions or neglect, but using reasonable care in their selection and to rely with acquittance on advice of such attorneys;

(d) To invest and reinvest the trust assets as the Trustee shall determine to be prudent under circumstances then prevailing, but without being limited in the character of investments by any statutory or other governmental limitation on the investment of trust funds;

(e) To place all or any part of the securities at any time held by the Trustee in the care and custody of any bank, trust company, or member firm

of the New York Stock Exchange with no obligation while the securities are so deposited to inspect or verify the same and with no responsibility for any loss or misapplication by the bank, trust company, or firm, so long as the bank, trust company, or firm was selected and retained with reasonable care, and to have all stocks and registered securities placed in the name of the bank, trust company, or firm, or in the name of its nominee, and to appoint such bank, trust company, or firm agent as attorney to collect, receive, receipt for, and disburse any income, and generally to perform, the duties and services incident to a so-called "custodian" account; and hold any property, real, personal, or mixed in the Trustee's name or in the name of a nominee or such other form as the Trustee determines best without disclosing the trust relationship;

(f) To appoint an agent in any jurisdiction in which assets of the trust may be located if, for any reason, the Trustee would be unable to hold title to such property;

(g) To guarantee debts and obligations of the trust beneficiaries and pledge assets of the trust as security for payment of any debts or obligations;

(h) To sell, convey, grant, hypothecate, encumber, mortgage, lease and exchange the assets of the trust, both real and personal; and

(i) To make payments to beneficiaries under a disability by payments directly to their parents, to a Custodian selected by the Trustee, person with whom they reside, or legal Guardian, or by making such payments for their benefit.

6.2 Accrued Income: Income accrued or unpaid on trust property when received into the trust estate shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any interest or estate under any trust herein shall go to the beneficiaries entitled to the next eventual interest in the proportion in which they take such interest.

6.3 Accumulation of Net Income: Any net income of a trust which is not distributed or used as herein provided shall be added to the principal of such trust estate, at least annually, at a date convenient to the Trustee.

6.4 Protection of Trust Estate: No right, title, interest, or equity in any trust estate or the income or increase thereof shall vest in any beneficiary until actual payment to such beneficiary by the Trustee, and no part thereof, either principal, interest, or increase, shall be liable for the debts, present or future, of any beneficiary or shall be subject to the right on the part of any creditor of any beneficiary to seize or reach the same under any writ or by any proceeding at law or in equity. No beneficiary shall

have any power to give, grant, sell, convey, mortgage, pledge or otherwise dispose of, encumber, or anticipate the principal, income, or increase of said trust estate, any portion thereof, or any installment thereof.

6.5 Consideration of Other Resources: The Trustee, in exercising the discretion granted in making payments hereunder, may take into consideration the reasonable use of all resources which may then be known by the Trustee to be available to or for the use of the respective beneficiary; provided, however, to the extent that a Trustee has an obligation to support a beneficiary, the Trustee shall take into account all such resources including the beneficiary's parents' or Guardian's ability to support such beneficiary. The Trustee, in the Trustee's discretion, may request and rely upon a signed statement from such beneficiary or the parent or Guardian, satisfactory to the Trustee, as to such resources and may, in the Trustee's discretion, suspend benefits hereunder for such beneficiary during any period in which a requested statement is not furnished. Notwithstanding the foregoing, however, no distribution shall be made to or for the benefit of a beneficiary if such distribution would satisfy the Trustee's or a parent's legal obligation to support such beneficiary.

6.6 Distribution of Assets: Upon the termination of any trust, or any interest in any trust created herein, the Trustee may distribute assets in kind, including undivided interests therein, and may do so without regard to the income tax basis of specific property allocated to any beneficiary (including any trust). The Trustee shall not be required to distribute assets of the trust estate, or interests therein, pro rata to the beneficiaries receiving such distributions, but may, in the exercise of the Trustee's discretion, make non-pro rata distributions, so long as the distributees receive assets of a value equal to the value of their respective interest in the trust as of the time of distribution.

6.7 Division Into Shares: Wherever it is provided in this instrument that a trust estate shall be divided into separate shares, each such share shall be considered a separate trust. The Trustee shall not be required to make physical segregation of the assets to effectuate such division.

6.8 Small Trust Termination: The Trustee of any trust herein established, other than a beneficiary of the trust, may terminate the trust by payment of the trust property to the beneficiary or beneficiaries then entitled to receive or have the benefit of the income of the trust if such trust at any time has a market value, as determined by the Trustee, of Fifty Thousand Dollars (\$50,000) or less.

6.9 Significant Non-Routine Transactions: The Trustee of any trust herein established is hereby relieved from the duty to obtain an independent appraisal and from the duty to sell in an open market transaction, as might otherwise be

required by law or by the provisions of RCW 11.100.140, as amended; provided, however, the other requirements of such statute shall be followed.

6.10 Accounting: To the extent permitted by law, the Trustee of any trust herein established shall be relieved from the provisions of the Trustees' Accounting Act of the State of Washington, any successor statute of similar import, and/or any amendments thereto. The Trustee's books and records shall be available for reasonable examination by the beneficiaries of any trust, however, during all business hours, and the Trustee shall render statements of account, at least annually, to the beneficiaries then currently entitled to receive income distributions from the trust.

6.11 Consolidation of Trusts: If the Trustee is at any time holding property in trust for the benefit of any beneficiary named herein under terms substantially similar to the terms of any trust created by any person, the Trustee is authorized, in the Trustee's discretion, to consolidate this trust and such other trust and to hold and administer them as a single trust.

6.12 Separate Trusts: Notwithstanding any other provision of this instrument, if property which is not exempt for federal generation-skipping tax purposes is directed to be added to a trust which is exempt for such purposes, the Personal Representative or Trustee, as the case may be, shall decline to make the addition and shall instead administer the property as a separate trust with provisions identical to the exempt trust or shall create a separate share within such trust to facilitate the administration of the trust.

6.13 Definition of Education: The term "education" as used herein shall be given a broad interpretation, and may include, but is not limited to:

(a) Education at public or private elementary or high schools (including boarding schools);

(b) Tutoring and counseling;

(c) Undergraduate and graduate study in any and all fields whatsoever, whether of a professional character or otherwise, at public and private universities, colleges or other institutions of higher learning;

(d) Training at a trade, industrial, or vocational school, or other training designed to teach the beneficiary an employable skill;

(e) Specialized formal or informal training in music, the stage, sports or the arts, whether by private instruction or otherwise; and

(f) Any other activity, including foreign or domestic travel or study, which tends to develop fully the talents and potential of the beneficiary, regardless of age.

The activities described in this subsection may be carried on either in the United States or elsewhere.

## 7. PROTECTION OF ESTATE:

7.1 Payment of Expenses and Taxes: The Trustee shall pay out of the trust estate all of Trustor's debts, administration expenses, funeral expenses and expenses of last illness otherwise properly payable, and all estate, transfer, succession, inheritance or other death taxes, together with interest and penalties thereon, assessed by reason of Trustor's death, whether attributable to property passing under this trust or outside it, without proration among the persons interested in the trust estate or to whom any portion of it is or may be transferred or to whom any benefit accrues.

7.2 Purchase of Assets and Loans: The Trustee is authorized, if in the Trustee's discretion it would be in the best interest of the beneficiaries of the trust, to purchase from the Personal Representative of either Trustor's estate, and retain as investments, securities or other property, both real or personal, and is authorized in the Trustee's discretion, to make loans or advancements, secured or unsecured, to such Personal Representative, even though the Trustee is the Personal Representative.

7.3 Collection of Intangibles: If Trustor has no probate estate, the Trustee is authorized to apply for or demand, and to receive, hold, administer and distribute as provided herein, any debt, claim, refund or rebate, premium, dividend or other thing of value belonging to or accruing to either Trustor or Trustor's estate.

## 8. MISCELLANEOUS:

8.1 Children and Descendants: All references to "children" and "descendants" shall include children and lineal descendants who have been adopted.

8.2 Number and Gender: Unless some other meaning and intent is apparent from the context, the plural shall include the singular and vice versa and masculine, feminine, and neuter words shall be used interchangeably.

8.3 Incapacity and Inability to Serve: As used in this instrument, "incapacity" with respect to a Trustor or "inability to serve" with respect to the Trustee shall mean that such person is unable to manage financial affairs, whether because of

illness, or for any other reason. The determination with respect to incapacity or inability to serve shall be made by such individual's regular attending physician. The remaining or designated Successor Trustee, as the case may be, who would then serve may rely upon written notice of such determination.

EXECUTED by Trustor and the Trustee this 4<sup>th</sup> day of January,

2002.

TRUSTOR

  
Joan D. MacDonald  
Social Security No. 532-18-5195

TRUSTEE

  
Joan D. MacDonald

## **SCHEDULE A**

**Joan D. MacDonald Trust**